

Santa Clara Parks and Recreation Department
Community Recreation Center
969 Kiely Boulevard
Santa Clara, CA 95051
(408)615-3140



Free Speech Group Application

2019 Art & Wine Festival

Saturday, September 14 10:00-6:00pm

Sunday, September 15 10:00-5:00pm

Organization Information	Event Contact Information
Name:	Name:
Address:	Address:
City:	City:
Zip:	Zip:
Phone:	Phone work:
Website:	Phone cell:
	Email:

Please provide qualifications for free-speech status:

Please list reasons for participating in City event:

Submitting an application:

Submit application via U.S. Mail, FAX, hand delivery or email to:

Community Recreation Center
969 Kiely Boulevard
Santa Clara, CA 95051 Attn: Kim Castro
(408) 261-9146 FAX
PRCustomerServe@SantaClaraCA.gov

Deadline: Friday, August 30, 2019 at 5:00 pm

Random Drawing of Space assignments: **Thursday, September 6, 2019 at 5:00pm** held at the Community Recreation Center

- If you are present at the drawing you can choose your space.
- If you are not present at the drawing staff will assign your location.

If your e-mail address is provided your space assignment will be sent to you by Wednesday, September 11, 2019

I and those representing my organization agree to adhere to the Event Regulations and Free Speech Space Guidelines as described on the reverse side.

Signature: _____ Date: _____

Printed Name: _____



2019 Art & Wine Festival Free Speech Groups Regulations

Event Regulations:

1. Electricity is not available. Generators are not allowed.
2. Health Department regulations prohibit distribution of food and drinks. It is not permissible to sell or sample merchandise, food, or services.
3. Donations may be accepted in your space only.
4. Groups may not move from designated space without prior approval from Parks and Recreation Department staff.
5. All representatives in any one assigned Free Speech space must be registered with the Parks and Recreation Department.
6. Groups are responsible for providing their own space structure, tent, tables, chairs, etc.
7. Space structure and set up materials may not exceed designated booth space. In many instances spaces measure 10' x 10' *maximum*. Space may be smaller due to natural barriers.
8. No balloons allowed in the park at any time.
9. Private vehicles are not allowed in the park. For unloading purposes only, it is recommended that groups use wheeled carts to carry booth items to designated area.
10. Groups may park in public lots as space is available. If public lots are full, paid parking is available on Fajato Ball Field, Central Park School or at St. Justin's School. Reserved parking is not available for Free Speech groups.
11. Set up may begin on Saturday, September 14, 2019 at 8:00-10:00am and on Sunday, September 15, 2019 at 8:00am-10:00am. Groups should be set up and operational from September 14, 2019 10:00am-6:00pm and Sunday, September 15, 2019 10:00am-5:00pm.
12. Comply With Resolution #6206 (Resolution No. 6206 Declaring Locations At Which Free-Speech Groups May Have Tables Set Up At City-Sponsored Events On Public Property And Defining Activities Which May Occur Outside The Designated Locations. July 2, 1996)

Space Guidelines

1. A group's location will be marked in the designated assigned space.
2. No reserved parking is available for Free Speech groups. Parking Maps are available upon request.
3. Contact the Information Booth for assistance if you have concerns regarding your designated space assignment.
4. Free Speech groups should conduct business from within the confines of their assigned space; do not conduct promotion or solicitation in pathways or in front of others' space.
5. Tables may not be placed across the front opening to avoid congestion in the walkway.
6. No voice or music amplification is allowed.
7. Pets are not permitted in the park during the event. Only service animals are permitted at the event. (Resolution #16-8310)

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2019 Art & Wine Festival Assumption of Risk and Liability Agreement

In CONSIDERATION of the acceptance of the application for entry into the activities listed on the application form above this agreement, I hereby WAIVE, RELEASE, and DISCHARGE, any and all claims for the damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me as a result of my participation in the said activities. This release is intended to discharge in advance the City of Santa Clara, City Council, its officers, agents, and employees, the Santa Clara Unified School District and the School Board, its officers, agents and employees from and against any and all liability arising out of or connected with my participation in the said classes or activities, even though that liability may arise out of NEGLIGENCE or CARELESSNESS, on the part of the persons or entities mentioned above.

I HAVE READ THE DESCRIPTION OF THE ACTIVITY FOR WHICH I HAVE APPLIED, AND I AM AWARE THAT THESE ACTIVITIES SUBJECT ME TO PHYSICAL RISKS AND DANGERS. NEVERTHELESS, I VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, AND TO RELEASE, DISCHARGE, AND HOLD HARMLESS ALL OF THE ENTITIES OR PERSONS MENTIONED ABOVE WHO, THROUGH NEGLIGENCE OR CARELESSNESS, MIGHT OTHERWISE BE LIABLE TO ME, OR MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE OR ASSIGNS.

It is understood and agreed that this waiver, release, and assumption of risk is to be binding on my HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE and ASSIGNS. I have carefully READ this Agreement and fully UNDERSTAND its content.

Signature

Date

Printed Name

Organization Name